

Return to Work Protocol MEMORANDUM OF AGREEMENT

Between

University of Prince Edward Island Faculty Association

- and -

University of Prince Edward Island Board of Governors

WHEREAS the negotiating committees of the Employer and the Association (“the Parties”) have reached a tentative agreement to end their current labour dispute;

AND WHEREAS the Parties believe it is useful and necessary that this Agreement (“the protocol agreement”) be entered into to facilitate the return to work of the Members in the Bargaining Unit #1 (“the Members”) and for an orderly and effective resumption of normal operations at the University of Prince Edward Island (UPEI).

NOW THEREFORE the Parties agree as follows:

1. Members of the bargaining unit shall return to work on Friday, April 14, 2023, and classes will begin on Monday, April 17, 2023.
2. The Parties agree to make every effort to accommodate the needs of individual students during the remainder of the academic year.
3. The Employer agrees that no disciplinary measures, reprisals, discrimination or retaliation shall be taken against Members who were on strike or for their actions during the strike.
4. There shall be no discipline imposed on Members for breaches of any university policy arising from the work stoppage or from Members’ actions or statements during the strike or from the alteration of class schedules, course outlines, exams, tests, or any other attempt to facilitate completion of the academic year.
5. The Vice-President Academic and Research, Deans, and Associate Deans shall be charged with the day-to-day management of student matters following the return from the strike.
6. Students shall only be examined and graded on material presented by Members of UPEIFA BU#1.
7. Network access for all sessional/term Members teaching Winter semester courses shall be extended to June 1, 2023.
8. All leaves (for example, sabbatical leaves, research/study leaves, maternity leaves, parental leaves, adoption leaves, sick leaves, etc.) in progress at the commencement of the strike shall be continued as scheduled.
9. All leaves which had been approved prior to the strike shall be honoured by the Board and shall begin on the previously agreed commencement date.
10. All applications for leave which had been submitted prior to the commencement of

the strike shall be processed according to normal procedures set out in the applicable collective agreement.

11. Travel funds and expenses approved before the strike for Members which would have qualified for reimbursement but for the strike shall be reimbursed to Members. Members are entitled to all professional development allowance accruals in existence as of the commencement of the strike.
12. Members shall be reimbursed for any University travel expenses approved before the strike for which they would have been reimbursed but for the strike.
13. Members shall be reimbursed for any grant or research expenses approved before the strike for which they would have been reimbursed but for the strike.
14. All tenure application deadlines, which have been directly affected by the work stoppage, shall be extended by 20 working days.
15. All applications for Renewal, Tenure and Promotion that were commenced before the strike shall be processed according to the provisions of the 2020-2022 UPEIFA BU#1 Collective Agreement.
16. The period of the strike shall be considered "continuous service" at the University for the purpose of calculating vacation, sabbatical, educational leave, seniority, tenure and promotion pursuant to the Collective Agreement.
17. Any Association dues deducted from any salary earned by Members of the bargaining unit during the period of the strike shall be remitted to the Association, along with a list of those from whom such deductions were made and the amount of the deduction.
18. Any library material which became overdue during the work stoppage shall become due no sooner than June 30, 2023.
19. The Board shall ensure that accumulated mail is distributed in an expeditious manner.
20. The terms and conditions of employment as set out in the 2020-2022 Collective Agreement and as continued under the provisions of the PEI Labour Act shall be deemed to remain in force and effect until the date the new collective agreement comes into force and effect.
21. Salary scales in the 2022-2026 Collective Agreement shall be retroactive to July 1, 2022, and shall be implemented as soon as possible.
22. The Parties agree that any issue arising out of the enforcement of this Protocol may be resolved under the grievance and arbitration provisions of the Collective Agreement.
23. Members shall comply with Senate approved or mandated changes in the academic schedule, the provisions for modification in the examination periods, Senate approved changes in regulations or waivers of regulations, and any other requirements resulting from the implementation of the resolution(s) approved by Senate to deal with the return to work process.
24. Student Opinion of Teaching Surveys shall not be conducted for the current semester.